

NORTH CAROLINA )  
 )  
 FORSYTH COUNTY )

SERVICE  
 CONTRACT

THIS CONTRACT, made and entered into this 22<sup>nd</sup> of **January, 2001**, pursuant to a resolution heretofore adopted by the Board of Commissioners of Forsyth County, North Carolina, by and between **Pay-Tel Communications, Inc.** a company with its principal office and place of business in **Greensboro, North Carolina**, party of the first part, hereinafter called the Company, and the County of Forsyth, a political subdivision of the State of North Carolina, hereinafter called the County.

W I T N E S S E T H

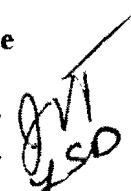
WHEREAS, the County of Forsyth duly advertised for Request for Proposals for **Detention Center Inmate Telephone Service** and bids were received and duly opened; and,

WHEREAS, after careful consideration of the proposal submitted by the Company, the Board of Commissioners of Forsyth County has heretofore adopted a resolution authorizing the acceptance of such proposal, and the execution, in the name of the County of Forsyth, of a contract with said Company covering the **Detention Center Inmate Telephone Service**.

NOW, THEREFORE, in consideration of the premises and in further consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereto and do contract and agree as follows:

(1) In accordance with the County's specifications and the Company's proposal, which specifications and proposal are on file in the office of the City/County Purchasing Department and are incorporated herein by reference and made a part hereof, the Company will provide the

**Detention Center Inmate Telephone Service for the period March 15, 2001 through June**

**30, 2004** outlined in the proposal and specifications. This contract may be extended for additional one-year terms beginning July 1, 2004 by mutual written agreement of the parties. 

(2) The payment terms of the contract are that **Pay-Tel Communications, Inc.** will pay Forsyth County a commission of **40% on all billable calls with the estimated first year revenue from the contract being \$145,255.00. The revenue will be paid to the County within 90 days of last call billed each month.**

The provisions of Attachment A are incorporated herein by reference.

IN WITNESS WHEREOF, the Company and the County have caused this contract to be legally executed, in triplicate, each of which shall constitute an original, all as of the day and year first above written, the seal of each having been affixed hereto by its proper officers, all as provided by law.

CORPORATION

Pay-Tel Communications, Inc.

ATTEST:

By Vincent Townsend (SEAL)

VINCENT TOWNSEND

Name (type or print)

Rebecca H. Townsend  
Secretary

(SEAL)

FORSYTH COUNTY

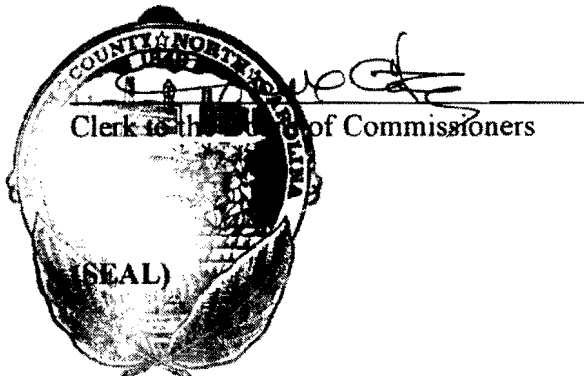
ATTEST:

By Gail Blum  
County Manager

Approved as to form and legality

JUN 26 2001

FORSYTH COUNTY, N.C.  
By W. S. Collins  
Assistant County Attorney



## ATTACHMENT A

Pay-Tel Communications, Inc. (referred to for purposes of this Attachment A as the "Provider") shall operate as an independent contractor, and the County shall not be responsible for any of the Provider's acts or omissions. The Provider agrees to hold the County harmless from and against any and all claims, expenses (including attorney fees), costs or liability for acts or omissions of the Provider. The Provider shall not be treated as an employee of the County with respect to the services performed hereunder for federal or state tax, unemployment or worker's compensation purposes. The Provider understands that neither federal, nor state, nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Provider or the employees of the Provider. The Provider further understands and agrees that the Provider is fully responsible for the payment of any and all taxes arising from the payment of moneys under this Agreement. The Provider shall not be treated as an employee of the County with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County.

The County shall not be liable to the Provider for any expenses paid or incurred by the Provider unless otherwise agreed in writing. The Provider shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

The Provider shall maintain, at its sole expense, such insurance coverage as required by the Forsyth County Risk Manager.

The Provider has no authority to enter into contracts or agreements on behalf of the County.

The Provider declares that it has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the services to be performed under this Agreement.

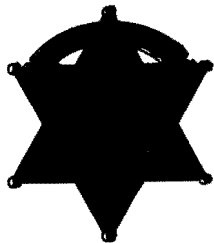
This Agreement may be terminated as follows: (a) by the County in the event that Provider materially fails to perform its obligations under this Agreement and said material failure continues for a period of thirty (30) days after written notice of said failure is sent to Provider; and/or (b) by Provider at any time upon thirty (30) days' written notice to the County in the event that regulations governing the operation of the services prevent Provider from performing its obligations under this Agreement.

The County agrees that Provider shall have the right to assign this Agreement and that Provider shall have the right to grant a security interest in this Agreement and in any of the Provider's equipment on the premises in question, including any and all telephones and their enclosures and/or pedestals; provided that Provider notify County in advance of such assignment and that the assignee(s) agree in writing to be bound by all terms and conditions and provisions of this Agreement. This Agreement shall be binding upon the successors and assignees of both

the County and Provider, including, without limitation, any financial institution providing financial accommodations to the County or Provider.

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to choice of law principles.

This Agreement is the entire agreement between the parties as to the subject matter referenced herein, and no amendment may be made to this Agreement except with the prior written consent of both parties.



# OFFICE OF THE SHERIFF COUNTY OF FORSYTH



William T. Schatzman  
Sheriff

Post Office Box 21089  
Winston-Salem, North Carolina 27120-1089

Phone: (336) 748-4100  
Fax: (336) 748-3056

August 29, 2007

Mr. J. Vincent Townsend  
Pay-Tel Communications, Inc.  
PO Box 8179  
Greensboro NC 27419

RE: Agreement with Forsyth County, North Carolina (2001-434)

Dear Mr. Townsend:

This letter confirms that Forsyth County is exercising its option, pursuant to page 2, paragraph 1, lines 5 through 7 of its contract with Pay-Tel Communications, Inc., to extend that contract for an additional one-year period beginning July 1, 2007. There will be no change in the terms or conditions of the contract for this extension period.

To acknowledge your acceptance of this extension, please sign and return this letter immediately to:

Forsyth County Sheriff's Office  
Attention: Business Manager  
120 W 3<sup>rd</sup> Street  
Winston-Salem, NC 27101

If there are any questions regarding this matter, please give Karen Taylor a call at 336-917-7324.

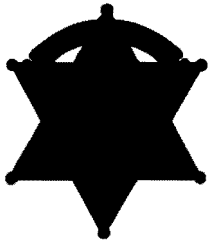
Thank you,

  
\_\_\_\_\_  
William T. Schatzman  
Sheriff, Forsyth County

10/12/07  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
J. Vincent Townsend  
Pay-Tel Communications, Inc.

\_\_\_\_\_  
Date



# OFFICE OF THE SHERIFF COUNTY OF FORSYTH



Post Office Box 21089  
Winston-Salem, North Carolina 27120-1089

William T. Schatzman  
Sheriff

Phone: (336) 917-7001  
Fax: (336) 748-3056

August 4, 2008

John Tayloe  
Pay-Tel Communications, Inc.  
PO Box 8179  
Greensboro NC 27419

**Re: Agreement with Forsyth County, North Carolina (2001-434)**

Dear Mr. Tayloe:

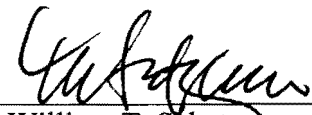
This letter confirms that Forsyth County is exercising its option, pursuant to page 2, paragraph 1, lines 5 through 7 of its contract with Pay-Tel Communications, Inc., to extend that contract for an additional one-year period beginning July 1, 2008. There will be no change in the terms or conditions of the contract for this extension period.

To acknowledge your acceptance of this extension, please sign and return this letter immediately to:

Forsyth County Sheriff's Office  
Attention: Business Manager  
120 W 3<sup>rd</sup> Street  
Winston-Salem, NC 27101

If there are any questions regarding this matter, please give Karen Taylor a call at 336-917-7324.

Thank you,

  
\_\_\_\_\_  
William T. Schatzman  
Sheriff, Forsyth County

8/4/08  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
John Tayloe  
Pay-Tel Communications, Inc.

9/2/08  
\_\_\_\_\_  
Date